

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 27, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECORDATION NO. 18816-VV FILED
JAN 27 '03 9-20 AM
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Supplement No. 2, dated as of January 27, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Amended and Restated Loan, Chattel Mortgage and Security Agreement which was previously filed with the Board under Recordation Number 18816-SS.

The names and addresses of the parties to the enclosed document are:

Lessor: ACF Industries, Inc.
620 North Second Street
St. Charles, Missouri 63301

Lessee: Citibank, N.A.
335 Madison Avenue
New York, New York 10017

Mr. Vernon A. Williams
January 27, 2003
Page 2

A description of the railroad equipment covered by the enclosed document
is:

166 railcars: **ADDED** to the Security Agreement within the series
SHPX 43919 – SHPX 43979,
SHPX 205658 – SHPX 205925,
SHPX 221533 – SHPX 221555 and
SHPX 432319 – SHPX 432345.

A short summary of the document to appear in the index is:

Supplement No. 2.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

SUPPLEMENT NO. 2 DATED AS OF JANUARY 27, 2003
TO
AMENDED AND RESTATED LOAN, CHATTEL MORTGAGE
AND SECURITY AGREEMENT
DATED AS OF NOVEMBER 19, 2002
BETWEEN
ACF INDUSTRIES, INCORPORATED
("DEBTOR")
AND
CITIBANK, N.A. ("SECURED PARTY")

RECORDATION NO. 18816-VL FILED
JAN 27 '03 9-20 AM
SURFACE TRANSPORTATION BOARD

WHEREAS, Debtor and the Secured Party entered into a certain Amended and Restated Loan, Chattel Mortgage and Security Agreement dated as of November 19, 2002 (as amended and supplemented through the date hereof, the "Loan Agreement") pursuant to which the Secured Party agreed to lend certain sums to the Debtor (the "Loans"); and it is a condition precedent to the obligation of the Secured Party to make additional Loans to the Debtor that the Debtor execute and deliver to the Secured Party this Supplement to the Loan Agreement (the "Supplement"); and

WHEREAS, a memorandum of the Loan Agreement was recorded on November 19, 2002 with the Surface Transportation Board, Recordation No. 18816-SS, and with the Registrar General of Canada, Recordation No. 14374.

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Loan Agreement or by reference therein are used herein as defined therein.
2. Supplements. The Loan Agreement shall be amended and supplemented as follows:

The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to the Equipment and Leases (but only to the extent relating to the Equipment) more fully described on Schedule A-1 hereto and agrees that such Equipment and Leases (but only to the extent relating to the Equipment) shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Loan Agreement. Schedule A to the Loan Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Loan Agreement. Each reference to Schedule A in the Loan Agreement shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto, and each reference to the Equipment or Leases in the Loan Agreement shall be deemed to include the Equipment and the Leases (but only to the extent relating to the Equipment) described on Schedule A-1 hereto.

3. Ratification. Except as expressly amended and supplemented hereby, the Loan Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition

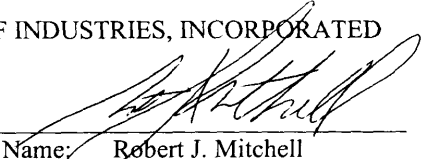
of the Loan Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Loan Agreement or any other Loan document.

4. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

CITIBANK, N.A.

By: _____
Name:
Title:

[Signature Page to Supplement No. 2]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the date first set forth above.

ACF INDUSTRIES, INCORPORATED

By: _____
Name:
Title:

CITIBANK, N.A.

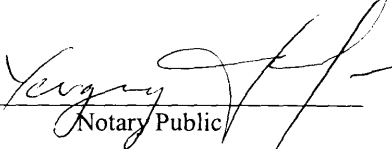
By: Anthony V. Pantina
Name: Anthony V. Pantina
Title: Vice President

[Signature Page to Supplement No. 2]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of January, 2003, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

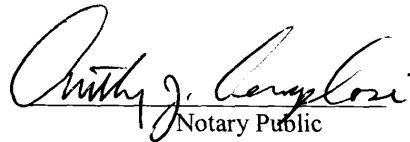
YEVGENY FUNDLER
Notary Public State of New York
No. 02FU6046929
Qualified in New York County
Commission Expires August 21, 2006



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 22 day of January, 2003, before me, personally appeared Anthony V. Pantina, to me known, who being by me duly sworn, says that he resides in Queens County, NY and is Vice President of CITIBANK, N.A; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.


Notary Public

Anthony J. Cangelosi
Notary Public, State of New York
No. 01CA0552219
Qualified in Richmond County
Commission Expires January 31, 2006

SCHEDULE A-1

[SCHEDULE OF ADDITIONAL UNITS]

LESSEE	CONTRACT	RPTG MARK	CAR NUMBER
ASTARIS LLC	79080003	SHPX	205658
ASTARIS LLC	79080003	SHPX	205661
ASTARIS LLC	79080003	SHPX	205662
ASTARIS LLC	79080003	SHPX	205664
ASTARIS LLC	79080003	SHPX	205665
ASTARIS LLC	79080003	SHPX	205666
ASTARIS LLC	79080003	SHPX	205667
ASTARIS LLC	79080003	SHPX	205669
ASTARIS LLC	79080003	SHPX	205671
ASTARIS LLC	79080003	SHPX	205675
ASTARIS LLC	79080003	SHPX	205677
ASTARIS LLC	79080003	SHPX	205679
ASTARIS LLC	79080003	SHPX	205686
ASTARIS LLC	79080003	SHPX	205687
ASTARIS LLC	79080003	SHPX	205688
ASTARIS LLC	79080003	SHPX	205690
ASTARIS LLC	79080003	SHPX	205691
ASTARIS LLC	79080003	SHPX	205692
ASTARIS LLC	79080003	SHPX	205693
BUNGE NORTH AMERICA, IN	75850011	SHPX	43974
BUNGE NORTH AMERICA, IN	75850011	SHPX	43975
BUNGE NORTH AMERICA, IN	75850011	SHPX	43976
BUNGE NORTH AMERICA, IN	75850011	SHPX	43977
BUNGE NORTH AMERICA, IN	75850011	SHPX	43978
BUNGE NORTH AMERICA, IN	75850011	SHPX	43979
CEREAL FOOD PROCESSORS INC	7934	SHPX	43919
CEREAL FOOD PROCESSORS INC	7934	SHPX	43920
CEREAL FOOD PROCESSORS INC	7934	SHPX	43921
CEREAL FOOD PROCESSORS INC	7934	SHPX	43922
CEREAL FOOD PROCESSORS INC	7934	SHPX	43923
CEREAL FOOD PROCESSORS INC	7934	SHPX	43924
CEREAL FOOD PROCESSORS INC	7934	SHPX	43925
CEREAL FOOD PROCESSORS INC	7934	SHPX	43926
CEREAL FOOD PROCESSORS INC	7934	SHPX	43927
CEREAL FOOD PROCESSORS INC	7934	SHPX	43928
CEREAL FOOD PROCESSORS INC	7934	SHPX	43929
CEREAL FOOD PROCESSORS INC	7934	SHPX	43930
CEREAL FOOD PROCESSORS INC	7934	SHPX	43931
CEREAL FOOD PROCESSORS INC	7934	SHPX	43932
CEREAL FOOD PROCESSORS INC	7934	SHPX	43933
CEREAL FOOD PROCESSORS INC	7934	SHPX	43934
CEREAL FOOD PROCESSORS INC	7934	SHPX	43935
CEREAL FOOD PROCESSORS INC	7934	SHPX	43936
CEREAL FOOD PROCESSORS INC	7934	SHPX	43937
CEREAL FOOD PROCESSORS INC	7934	SHPX	43938
CEREAL FOOD PROCESSORS INC	7934	SHPX	43939
CEREAL FOOD PROCESSORS INC	7934	SHPX	43940
CEREAL FOOD PROCESSORS INC	7934	SHPX	43941
CEREAL FOOD PROCESSORS INC	7934	SHPX	43942
CEREAL FOOD PROCESSORS INC	7934	SHPX	43943

LESSEE	CONTRACT	RPTG MARK	CAR NUMBER
CEREAL FOOD PROCESSORS INC	7934	SHPX	43944
CEREAL FOOD PROCESSORS INC	7934	SHPX	43945
CEREAL FOOD PROCESSORS INC	7934	SHPX	43946
CEREAL FOOD PROCESSORS INC	7934	SHPX	43947
CEREAL FOOD PROCESSORS INC	7934	SHPX	43948
CEREAL FOOD PROCESSORS INC	7934	SHPX	43949
CEREAL FOOD PROCESSORS INC	7934	SHPX	43950
CEREAL FOOD PROCESSORS INC	7934	SHPX	43951
CEREAL FOOD PROCESSORS INC	7934	SHPX	43952
CEREAL FOOD PROCESSORS INC	7934	SHPX	43953
EAGLBROOK INDUSTRIES	7937	SHPX	205861
EAGLBROOK INDUSTRIES	7937	SHPX	205862
EAGLBROOK INDUSTRIES	7937	SHPX	205863
EAGLBROOK INDUSTRIES	7937	SHPX	205864
EAGLBROOK INDUSTRIES	7937	SHPX	205865
EAGLBROOK INDUSTRIES	7937	SHPX	205866
EAGLBROOK INDUSTRIES	7937	SHPX	205869
EAGLBROOK INDUSTRIES	7937	SHPX	205887
EAGLBROOK INDUSTRIES	7937	SHPX	205888
EAGLBROOK INDUSTRIES	7937	SHPX	205889
EAGLBROOK INDUSTRIES	7937	SHPX	205891
ETHANOL PRODUCTS	79470002	SHPX	205896
ETHANOL PRODUCTS	79470002	SHPX	205897
ETHANOL PRODUCTS	79470002	SHPX	205898
ETHANOL PRODUCTS	79470002	SHPX	205899
ETHANOL PRODUCTS	79470002	SHPX	205900
ETHANOL PRODUCTS	79470002	SHPX	205901
ETHANOL PRODUCTS	79470002	SHPX	205902
ETHANOL PRODUCTS	79470002	SHPX	205903
ETHANOL PRODUCTS	79470002	SHPX	205904
ETHANOL PRODUCTS	79470002	SHPX	205905
ETHANOL PRODUCTS	79470002	SHPX	205906
ETHANOL PRODUCTS	79470002	SHPX	205907
ETHANOL PRODUCTS	79470002	SHPX	205908
ETHANOL PRODUCTS	79470002	SHPX	205909
ETHANOL PRODUCTS	79470002	SHPX	205910
ETHANOL PRODUCTS	79470002	SHPX	205911
ETHANOL PRODUCTS	79470002	SHPX	205912
ETHANOL PRODUCTS	79470002	SHPX	205913
ETHANOL PRODUCTS	79470002	SHPX	205914
ETHANOL PRODUCTS	79470002	SHPX	205915
ETHANOL PRODUCTS	79470002	SHPX	205916
ETHANOL PRODUCTS	79470002	SHPX	205917
ETHANOL PRODUCTS	79470002	SHPX	205918
ETHANOL PRODUCTS	79470002	SHPX	205919
ETHANOL PRODUCTS	79470002	SHPX	205920
ETHANOL PRODUCTS	79470002	SHPX	205921
ETHANOL PRODUCTS	79470002	SHPX	205922
ETHANOL PRODUCTS	79470002	SHPX	205923
ETHANOL PRODUCTS	79470002	SHPX	205924

LESSEE	CONTRACT	RPTG MARK	CAR NUMBER
ETHANOL PRODUCTS	79470002	SHPX	205925
EXXONMOBIL CHEMICAL	72800064	SHPX	221533
EXXONMOBIL CHEMICAL	72800064	SHPX	221534
EXXONMOBIL CHEMICAL	72800064	SHPX	221535
EXXONMOBIL CHEMICAL	72800064	SHPX	221536
EXXONMOBIL CHEMICAL	72800064	SHPX	221537
EXXONMOBIL CHEMICAL	72800064	SHPX	221538
EXXONMOBIL CHEMICAL	72800064	SHPX	221539
EXXONMOBIL CHEMICAL	72800064	SHPX	221540
EXXONMOBIL CHEMICAL	72800064	SHPX	221541
EXXONMOBIL CHEMICAL	72800064	SHPX	221542
EXXONMOBIL CHEMICAL	72800064	SHPX	221543
EXXONMOBIL CHEMICAL	72800064	SHPX	221544
EXXONMOBIL CHEMICAL	72800064	SHPX	221545
EXXONMOBIL CHEMICAL	72800064	SHPX	221546
EXXONMOBIL CHEMICAL	72800064	SHPX	221547
EXXONMOBIL CHEMICAL	72800064	SHPX	221548
EXXONMOBIL CHEMICAL	72800064	SHPX	221549
EXXONMOBIL CHEMICAL	72800064	SHPX	221550
EXXONMOBIL CHEMICAL	72800064	SHPX	221551
EXXONMOBIL CHEMICAL	72800064	SHPX	221552
EXXONMOBIL CHEMICAL	72800064	SHPX	221553
EXXONMOBIL CHEMICAL	72800064	SHPX	221554
EXXONMOBIL CHEMICAL	72800064	SHPX	221555
MISSISSIPPI LIME COMPANY	7980	SHPX	43955
MISSISSIPPI LIME COMPANY	7980	SHPX	43956
MISSISSIPPI LIME COMPANY	7980	SHPX	43957
MISSISSIPPI LIME COMPANY	7980	SHPX	43958
MISSISSIPPI LIME COMPANY	7980	SHPX	43959
MISSISSIPPI LIME COMPANY	7980	SHPX	43960
MISSISSIPPI LIME COMPANY	7980	SHPX	43961
MISSISSIPPI LIME COMPANY	7980	SHPX	43962
MISSISSIPPI LIME COMPANY	7980	SHPX	43963
MISSISSIPPI LIME COMPANY	7980	SHPX	43964
MISSISSIPPI LIME COMPANY	7980	SHPX	43965
MISSISSIPPI LIME COMPANY	7980	SHPX	43966
MISSISSIPPI LIME COMPANY	7980	SHPX	43967
MISSISSIPPI LIME COMPANY	7980	SHPX	43968
MISSISSIPPI LIME COMPANY	7980	SHPX	43969
MISSISSIPPI LIME COMPANY	7980	SHPX	43970
MISSISSIPPI LIME COMPANY	7980	SHPX	43971
MISSISSIPPI LIME COMPANY	7980	SHPX	43972
MISSISSIPPI LIME COMPANY	7980	SHPX	43973
NEXEN CHEMICALS	63040024	SHPX	432319
NEXEN CHEMICALS	63040024	SHPX	432320
NEXEN CHEMICALS	63040024	SHPX	432321
NEXEN CHEMICALS	63040024	SHPX	432322
NEXEN CHEMICALS	63040024	SHPX	432323
NEXEN CHEMICALS	63040024	SHPX	432324
NEXEN CHEMICALS	63040024	SHPX	432325

LESSEE	CONTRACT	RPTG MARK	CAR NUMBER
NEXEN CHEMICALS	63040024	SHPX	432326
NEXEN CHEMICALS	63040024	SHPX	432327
NEXEN CHEMICALS	63040024	SHPX	432328
NEXEN CHEMICALS	63040024	SHPX	432329
NEXEN CHEMICALS	63040024	SHPX	432330
NEXEN CHEMICALS	63040024	SHPX	432331
NEXEN CHEMICALS	63040024	SHPX	432332
NEXEN CHEMICALS	63040024	SHPX	432334
NEXEN CHEMICALS	63040024	SHPX	432335
NEXEN CHEMICALS	63040024	SHPX	432336
NEXEN CHEMICALS	63040024	SHPX	432337
NEXEN CHEMICALS	63040024	SHPX	432338
NEXEN CHEMICALS	63040024	SHPX	432340
NEXEN CHEMICALS	63040024	SHPX	432343
NEXEN CHEMICALS	63040024	SHPX	432344
NEXEN CHEMICALS	63040024	SHPX	432345

166 Cars